



ROBERT RYANS
Director

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

September 30, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO ACCEPT AND ALLOCATE
OFFICE OF REFUGEE RESETTLEMENT (ORR) TARGETED ASSISTANCE (TA)
DISCRETIONARY GRANT FUNDS
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED BY YOUR BOARD:

1. Authorize the Director of Community and Senior Services (CSS), or his designee, to accept Program Years (PY) 2003-06 Targeted Assistance (TA) Discretionary Grant Funds from the Federal Office of Refugee Resettlement (ORR) and the California Department of Social Service (DSS) in the amount of \$603,750. The amount of \$603,750 is for a three (3)-year funding period, with funding for PY 2003-04 in the amount of \$201,250.
2. Authorize the Director of CSS, or his designee, to execute a contract with the International Institute of Los Angeles as shown on Attachment A, in the amount of \$175,000 for the provision of specialized services in the area of childcare training and certification, and to execute this contract in substantially similar form to Attachment B, after County Counsel approval as to form, effective upon the date of Board approval through September 30, 2004. The cost of the contracts is fully financed using the TA Discretionary Grant funds, and funding has been included in the Department's Fiscal Year (FY) 2003-04 Final Adopted Budget.
3. Approve the allocation of \$26,250 for CSS administrative cost, which is fully financed by the TA Discretionary Grant funds.
4. Authorize the Director of CSS, or his designee, to accept additional funding from DSS up to 15% of the original PY allocation, provided that the Director notifies the Board of Supervisors and the Chief Administrative Office (CAO) in writing within ten (10) working days of acceptance.

5. Authorize the Director, or his designee, to execute a contract amendment in substantially similar form to Attachment C, to increase or decrease the contract amount based on contractor performance and availability of funding or a time extension provided that (a) the amount of change does not exceed 15% of the original contract amount; (b) approval of County Counsel and the Chief Administrative Office (CAO) is obtained prior to any such amendment; and (c) the Director of CSS confirms in writing to the Board of Supervisors and the CAO within 30 days after execution, that such amendment has been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.
6. Authorize the Director of CSS to amend the current contract with International Institute of Los Angeles through September 30, 2004 to allow for all unexpended funds to be fully utilized.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this letter is to accept PY 2003-06 Office of Refugee Resettlement (ORR) Targeted Assistance (TA) Discretionary Grant Funds.

Furthermore, we have received confirmation from ORR that they have extended the prior three-year grant period of PY 2000-03 through September 30, 2004 to allow for full utilization of the grant funds. We are requesting from your Board the authority of extend the contract with the International Institute of Los Angeles through September 30, 2004 to allow them to fully expend the amount previously allocated to them. This extension of their contract is for time only and will be processed through the attached contract amendment document with recently mandated contract provisions.

The recommended action will enable CSS to continue administering specialized services in the area of childcare training and certification. Through the delivery of these specialized services to refugees, it is anticipated that approximately 75 economically disadvantaged refugee women and children will benefit from the childcare training program.

Implementation of Strategic Plan Goal

The recommended actions support the Countywide Strategic Plan Goal of Service Excellence.

FISCAL IMPACT/FINANCING:

The cost of the TA Discretionary Grant program for PY 2003-04 is \$201,250 (\$175,000 for service provider's costs and \$26,250 for CSS' administrative costs) and is fully financed using ORR TA Discretionary Grant funds. There is no impact on the County's General

Fund. Funding has been included in the Department's FY 2003-2004 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The one (1) refugee service provider listed on Attachment A is a private, non-profit agency who was a previous contractor, and was again selected through a Request for Proposal process administered by ORR. The contract has been approved as to form by County Counsel.

Existing CSS staff and facility resources will be utilized to support the administration of this program.

CONTRACTING PROCESS:

The one (1) refugee service provider listed on Attachment A is a private non-profit organization that was selected as a result of a competitive Request for Proposal process conducted by DSS for submission to the Federal ORR for final allocation recommendations. The State has granted authority to the County to administer this specialized program and to monitor performance over a three-year funding cycle.

The minority vendor survey is included as Attachment D.

IMPACT ON COUNTY SERVICES:

Approval of this Board Letter will allow for the continued provision of home-based childcare training and certification to approximately 75 refugee women residing in the County of Los Angeles.

Respectfully submitted,



ROBERT RYANS
Director

Attachments (4)

C: David E. Janssen
Lloyd W. Pellman
Violet Varona-Lukens

ATTACHMENT A

ALLOCATION OF PROGRAM YEAR (PY) 2003-04
 ORR TARGETED ASSISTANCE DISCRETIONARY GRANT FUNDS
 FOR SPECIALIZED REFUGEE SERVICES

AGENCY NAME	DISTRICT SERVED	ALLOCATION
International Institute of Los Angeles (A collaborative of three agencies) <ul style="list-style-type: none"> ▪ International Institute of Los Angeles ▪ Armenian Relief Society ▪ Armenian Evangelical Social Services Center 	1,2,3,5	\$175,000
CSS Administration		\$26,250
TOTAL		\$201,250



TA Discretionary Grant Contract No. _____

**COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES**

TA DISCRETIONARY GRANT PROGRAM

**[A fixed Price Performance Contract for conduct and administration of the Office of
Refugee Resettlement (ORR) TA Discretionary Grant Program]**

This **CONTRACT** is entered into this _____ day of _____, 2003, by and between the County of Los Angeles, by and through its Department of Community and Senior Services ("DCSS"), and _____ ("hereinafter referred to as the **CONTRACTOR**").

RECITALS

WHEREAS, the COUNTY through its Community and Senior Services (CSS) and the State of California, Department of Social Services (CDSS) are parties to a grant from the Office of Refugee Resettlement under the statutory provisions contained in Section 412 © of the Immigration and Nationality Act, as amended by the Refugee Act of 1980 [Public Law 96-212, U.S.C. 1522 (C)], hereinafter referred to as the "Act"; the Refugee Assistance Amendment of 1982, 1986, 1989, and 1993 and Federal Action Transmittals SSA-AT-79-33 (August 24, 1979), ORR-AT-80-1 (March 1980) and ORR-AT-82-3 (October 25, 1982) and State Assembly Bills 2635 and 3254 and all applicable California State Budget Control Language.

WHEREAS, on _____, CSS and ORR are parties to a grant to administer the TA Discretionary Grant Program in order to achieve the objectives of the ACT; and

WHEREAS, in accordance with the ACT the COUNTY has accepted a discretionary grant to serve the public by providing culturally and linguistically appropriate home-based childcare certification and licensing training for refugee women residing in the County of Los Angeles, in partnership with the Board of Supervisors of the County of Los Angeles (hereinafter referred to as the "Board of Supervisors", and also known as Chief Local Elected Officials - CLEOs), and

WHEREAS, in accordance with ORR, a Cuban and Haitian entrant is defined as: (a) Any individual granted parole status as a Cuban/Haitian Entrant (Status Pending) or granted any other special status subsequently established under the immigration laws for nationals of Cuba and Haiti, regardless of the status of the individual at the time assistance or services are provided; and (b) Any other national of Cuba or Haiti (1) Who: (i) Was paroled into the United States and has not acquired any other status under the Immigration and Nationality Act; (ii) Is the subject of exclusion or deportation proceedings under the Immigration and Nationality Act; or (iii) Has an application for asylum pending with the Immigration and Naturalization Service; and (2) With respect to whom a final, nonappealable, and legally enforceable order of deportation or exclusion has not been entered, and

WHEREAS, CSS has the authority to enter this contract pursuant to Government Code, Section 26227, and

WHEREAS, the agreement between ORR and the Community and Senior Services Department of Los Angeles County (hereinafter referred to as "CSS") established the responsibility for administering, and recommending contractor funding for review and approval by the Board of Supervisors, and

WHEREAS, CONTRACTOR desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services.

NOW THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the TA Discretionary Grant Program as administered in Los Angeles County, the parties do hereby agree as follows:

SECTION 1. APPLICABLE DOCUMENTS.

(a) This CONTRACT consists of this four (4)-page document, the following exhibits and attachments, inclusive:

- (1) Standard Terms and Conditions (Exhibit A)
- (2) Program Requirements (Exhibit B)
- (3) Statements of Work (Exhibit C)
 - Intake/Assessment/Enrollment
 - Training
 - Certification/Licensing
 - Supportive Services
- (4) Required Documents and Forms (Exhibit D)
- (5) Budget Summary (Exhibit E)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this four paged document and the exhibits attached hereto, said conflict or inconsistency shall be resolved in favor of Exhibit A to this CONTRACT.

SECTION 2. CONTRACTOR'S OBLIGATIONS.

(a) CONTRACTOR shall comply with all terms and conditions of this CONTRACT (including all terms contained in the exhibits hereto), and those imposed and required by ORR, COUNTY and State law provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the State).

(b) In addition to other obligations set forth in this CONTRACT, and subject to County oversight, the CONTRACTOR shall perform those activities identified in the Statement of Work (Exhibit C).

SECTION 3. COUNTY OBLIGATIONS.

(a) The County agrees to reimburse CONTRACTOR for provision of services identified in the Statement of Work and Program Component Description (Exhibit C) in accordance with relevant invoicing policies and procedures set forth in this CONTRACT; provided, however, that the amount obligated and paid to the CONTRACTOR by the COUNTY from the ORR Discretionary Grant, to administer the TA Discretionary Grant Program shall not exceed dollars (\$ _____ .00) during the term of this CONTRACT.

SECTION 4. TERM. This CONTRACT shall be for the Discretionary Grant funding period beginning _____, 2003 through _____, 2004. All costs shall be accrued during this CONTRACT period.

SECTION 5. NOTICES/AUTHORIZED SIGNATURES. (a) Notices: Unless otherwise set forth in this CONTRACT, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(a) County of Los Angeles

Adine Forman, Acting Program Manager
Office of Refugee Assistance
Department of Community and Senior Services
County of Los Angeles
3175 West Sixth Street
Los Angeles, CA 90020-1798

(b) CONTRACTOR

Attention: _____

(c) **Authorized Signatures.** Person(s) authorized to sign CONTRACTOR's Reimbursement Requests:

_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Typed Name)	_____ (Typed Name)
_____ (Title)	_____ (Title)

IN WITNESS WHEREOF, the **COUNTY OF LOS ANGELES**, has caused this Contract to be subscribed on its behalf by the Director of Community and Senior Services, or his designee, and the **CONTRACTOR** has subscribed the same through its authorized officer, the day, month, and year first above written. The person signing on behalf of the **CONTRACTOR** warrants that he or she is authorized to bind the **CONTRACTOR**, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

COUNTY OF LOS ANGELES

By: _____
Robert Ryans, Director
Department of Community & Senior Services

Approved as to Form:

LLOYD W. PELLMAN
County Counsel

By: _____
Deputy County Counsel

CONTRACTOR

By: _____
(Signature)

(Print or Type Name)

(Title)

Executed at: _____
(City)

(Date)

**LOS ANGELES COMMUNITY AND SENIOR SERVICES
REFUGEE AND IMMIGRANT EMPLOYMENT PROGRAMS**

FISCAL YEAR 2003/2004

EXHIBIT A

STANDARD TERMS AND CONDITIONS

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STANDARD TERMS AND CONDITIONS
REFUGEE AND IMMIGRANT EMPLOYMENT PROGRAMS

§ 100. DEFINITIONS.

For purposes of this CONTRACT, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Refugee and Immigrant Employment Programs, as amended, or implementing regulations.

§ 101. "ORR" shall mean the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement.

§ 102. "DSS" shall mean the State Department of Social Services.

§ 103. "Contractor" shall mean the agency receiving funds through this Contract.

§ 104. "County" shall mean the County of Los Angeles.

§ 105. "CSS" shall mean the County of Los Angeles Department of Community and Senior Services.

§ 106. "DPSS" shall mean the County of Los Angeles Department of Public Social Services.

§ 200. ASSURANCES/CERTIFICATIONS.

The CONTRACTOR provides the following assurances and certifications, and agrees to the following terms:

§ 201. Legal Authority. (a) The CONTRACTOR gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the CONTRACTOR governing body, authorizing receipt of Refugee and Immigrant Employment Programs funds, and directing and designating the authorized representative(s) of the CONTRACTOR to act in connection with the Refugee and Immigrant Employment Programs specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.

(b) The CONTRACTOR represents and warrants that is signatory to this CONTRACT is fully authorized to obligate or otherwise bind the CONTRACTOR.

§ 202. Compliance with Laws. (a) The CONTRACTOR certifies and agrees that it will fully comply with all applicable requirements of the Refugee and Immigrant Employment Programs all regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the CONTRACTOR is provided actual or constructive notice. The County reserves the right to review the CONTRACTOR procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the

federal government, as applicable. Additionally, the CONTRACTOR assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirement.

(b) The CONTRACTOR certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this CONTRACT are incorporated by this reference. The CONTRACTOR shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the CONTRACTOR, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

§ 203. EEO/Affirmative Action. The CONTRACTOR, in performing all obligations under the terms of the CONTRACT, assures that it will administer the program with safeguards against fraud and abuse; that no portion of this CONTRACT will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, sex, handicap, or political affiliation or belief.

§ 204. Nondiscrimination in Employment. (a) The CONTRACTOR certifies that all persons employed by the CONTRACTOR, its affiliates, subsidiaries or holding companies, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable Federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, identification, sex, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program or activity supported by this CONTRACT. For the purpose of this Paragraph, discrimination in the provision of services include, but is not limited to, the following:

(1) Denying any person any service or benefit or the availability of the facility including physical access where necessitated by Program Access according to Title II of the Americans with Disabilities Act;

(2) Providing any service or benefit to any person which is not equivalent, or is equivalent in a non-equivalent manner, or at a non-equivalent time, from that provided to others;

(3) Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

(4) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit including the imposition of a surcharge for provision of an auxiliary aid or service; and

(5) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(b) The CONTRACTOR shall take affirmative action to ensure that qualified applicants and intended beneficiaries of the CONTRACT are provided services without regard to race, color, religion, national origin, ethnic group identity, ancestry, sex, age, condition of physical or mental disability, marital status, political affiliation, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(c) The CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliations.

(d) Facility access for persons with disabilities shall comply with the Title II provisions of the American with Disabilities Act.

(e) The CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from the CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by the CONTRACTOR personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with the CONTRACTOR resolution of the matter, shall be referred by the CONTRACTOR to the County, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with the County resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate State or Federal enforcement agency. At the time any person applies for services under this CONTRACT, he or she shall be advised by CONTRACTOR of these procedures.

(f) A copy of such non-discrimination in services policy and procedures, as identified herein above, shall be posted by the CONTRACTOR in a conspicuous place, available and open to the public, in each of the facilities operated by the CONTRACTOR, its affiliates, subsidiaries, holding companies and/or its subcontractors, where services are provided hereunder.

(g) The CONTRACTOR shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this CONTRACT when the County requests. If the County finds that any of these provisions have been violated, such violation shall constitute a material breach upon which the County may terminate or suspend this CONTRACT. While the County retains the right to determine independently that the anti-discrimination provisions of this CONTRACT have been violated, in addition, any determination by the California Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or federal anti-discrimination laws or regulations shall also constitute a finding by the County that the CONTRACTOR has violated the anti-discrimination provision of this CONTRACT.

§ 205. Civil Rights Laws. The CONTRACTOR assures and certifies that it shall comply with all applicable federal and State statutes to the end that no person shall, on the grounds of race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliation, be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under this CONTRACT or under any project, program or activity supported by this CONTRACT.

§ 206. Wage and Hour Laws. The CONTRACTOR assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The CONTRACTOR shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the CONTRACTOR employees for which the County may be found jointly or solely liable.

§ 207. Safety and Working Conditions. Applicable local, State and federal health and safety standards shall be observed. If a participant or CONTRACTOR employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 *et seq.*) and/or the California Occupational Safety and Health Act, as amended (*Cal. Labor Code* § 6300 *et seq.*), CONTRACTOR assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

§ 208. Employment Eligibility Verification. (a) The CONTRACTOR warrants and certifies that it fully complies with all federal, state and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the CONTRACT are eligible for employment in the United States. (c) The CONTRACTOR shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the CONTRACTOR'S failure to comply with the foregoing.

(b) The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this CONTRACT, in accordance with applicable provisions of law.

§ 209. Drug Free Workplace Compliance. The CONTRACTOR hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 *et seq.*), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with §98.600).

§ 210. Selective Service Compliance. CONTRACTOR shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service act (50 USC Appx. §§ 451 *et seq.*) and other eligibility requirements applicable to the program under which the Participant is enrolled.

§ 211. Warranty of Adherence to County's Child Support Compliance Program. (a) The CONTRACTOR acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR duty under this CONTRACT to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this CONTRACT maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to *Code of Civil Procedure* Section 706.031 and *Family Code* Section 5246(b).

§ 212. Acknowledgment of County's Commitment to Child Support Enforcement. The CONTRACTOR acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The

CONTRACTOR understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney and/or Department of Child Support Services will supply the CONTRACTOR with the poster to be used.

§ 213. Conflict of Interest/Contracts Prohibited. (a) The CONTRACTOR represents and warrants that no County employee whose position enables him/her to influence the award of this CONTRACT, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR, or shall have any direct or indirect financial interest in this CONTRACT.

(b) The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this CONTRACT will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this CONTRACT or who subsequently becomes affiliated with the CONTRACTOR in any capacity shall not participate in the provision of services provided under this CONTRACT or share in the profits of CONTRACTOR earned for a period of one year from the date he/she separated from County employment.

(c) The CONTRACTOR agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) participating in matters affecting an employee's own financial interests or the financial interests of other specified persons or organizations; (3) receipt of gifts or giving of gifts to superiors by offerors or bidders; (4) concealing, mutilating or destroying public records; (5) participation in the appointment or promotion of relatives; (6) failing to account for public money; and (7) conspiracy to commit an offense against or to defraud the County of Los Angeles, the State of California, or the federal government. CONTRACTOR certifies that such standards shall be adopted and implemented prior to execution of this CONTRACT.

(d) CONTRACTOR shall provide training of its standards of ethical conduct to all of its employees (including members of its governing body and administrative staff), initialing upon hiring/appointment and thereafter on a periodic basis; provided, however, that such training is provided at least on an annual basis.

(e) The CONTRACTOR agrees to indemnify and hold the COUNTY, its officers, employees and agents harmless from any loss, damage, or liability (including, without limitation, disallowed costs) resulting from a violation by the CONTRACTOR, its officer, employees and agents of this section.

§ 214. Lobbying. (a) The CONTRACTOR certifies that none of the funds, materials, property or services provided directly or indirectly under the terms of this CONTRACT shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any religious purpose or activity.

(b) The CONTRACTOR certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this CONTRACT upon which County may immediately terminate or suspend this CONTRACT.

§ 215. County Layoffs. Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this CONTRACT.

§ 216. GAIN/GROW Program Participants. Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) and/or General Relief Opportunities for Work (GROW) Programs who meet CONTRACTOR'S minimum qualifications for the open position. Upon request from CONTRACTOR, the County will refer GAIN/GROW participants by job category to the CONTRACTOR for consideration.

§ 217. Debarment and Suspension. (a) The CONTRACTOR certifies that it has not been subject to debarment and suspension under any federal (29 CFR Part 98), State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, shall be submitted to the County as part of this contract by CONTRACTOR and comply with all of the following requirements:

(b) **Responsible Contractor.** A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** CONTRACTOR is hereby notified that, in accordance with County Code Chapter 2.202, if the County acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the CONTRACTOR may have with the County.

(d) **Non-Responsible Contractor.** County may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is any evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence that is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding

whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors.** This §217 shall also apply to subcontractors of County CONTRACTORS.

§ 218. Nepotism. The CONTRACTOR certifies that it shall not hire nor permit the hiring of any person in a position funded under this CONTRACT if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR. For the purpose of this § 218, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the CONTRACTOR. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

§ 219. Administrative and Personnel Procedures. CONTRACTOR warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(a) CONTRACTOR financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). CONTRACTOR shall also adhere to applicable requirements of OMB Circular A-128 and A-133.

(b) CONTRACTOR personnel policy, which incorporates due process protection of standard personnel procedures, and which the CONTRACTOR agrees to abide by in the performance of this CONTRACT.

§ 220. Other Agreements. (a) A copy of any agreements between the CONTRACTOR and other public or private organizations which directly impact activities funded under this CONTRACT shall be kept on file at the CONTRACTOR'S offices and shall be provided to the County upon request. The CONTRACTOR shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.

(b) The CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by the County under this CONTRACT.

§ 221. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this CONTRACT, the CONTRACTOR certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice 1015*.

§ 222. Activities Prohibited. (a) The CONTRACTOR certifies that no funds, materials, property or services provided directly or indirectly under the terms of this CONTRACT

shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

(c) No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Refugee and Immigrant Employment Programs Program.

§ 223. Cost-of-Living Adjustments. Subject to applicable federal and State law, and to applicable provisions contained in collective bargaining agreements, if any, in effect on the date of execution of this CONTRACT, the CONTRACTOR agrees to restrict cost-of-living adjustments (COLAs) to its employees during the term of this CONTRACT to the lesser of (a) the average salary cost-of-living adjustment granted to County employees by the Board of Supervisors as of April 1st of the prior year, or (b) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles-Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the CONTRACTOR and its employees shall also experience no COLAs.

§ 224. Limitation on Corporate Acts. The CONTRACTOR shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under Section 3 of the foregoing CONTRACT, or take any other steps which may materially affect the performance of this CONTRACT without first notifying the County in writing. The CONTRACTOR shall notify the County immediately in writing of any change in the CONTRACTOR'S corporate name.

§ 225. Contractor's Acknowledgment of Recycled-Content Paper Use. Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

§ 226. Compliance With Jury Service Program. (a) **Jury Service Program.** This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) **Written Employee Jury Service Policy.** (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County

contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrates to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

§ 227. Notice to Employees Regarding the Safely Surrendered Baby Law. The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the internet at www.babysafela.org for printing purposes.

§ 228. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law. The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all County Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

§ 300. INDEPENDENT CONTRACTOR.

The CONTRACTOR shall at all times be acting as an independent contractor. This CONTRACT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the CONTRACTOR. CONTRACTOR understands and agrees that all of CONTRACTOR personnel furnishing services to the County under this CONTRACT are employees solely of the CONTRACTOR and not of the County for all purposes including but not limited to workers'

compensation liability. The CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any CONTRACTOR personnel for injuries arising from or connected with services performed under this CONTRACT.

§ 400. CONTRACT ADMINISTRATION.

The County Project Director shall have full authority to act for the County in the administration of this CONTRACT consistent with the provisions contained herein and within the authority granted CSS by the Board of Supervisors.

§ 500. PROVISION OF SERVICES.

§ 501. Services. The CONTRACTOR shall perform all services under the terms of this CONTRACT in accordance with the Statement of Work, attached to the CONTRACT as Exhibit C.

§ 502. Non-Authorized Participants. The CONTRACTOR agrees that all costs incurred which are related to a participant who does not qualify under the eligibility requirements of the Refugee and Immigrant Employment Programs program shall be the sole responsibility of the CONTRACTOR.

§ 600. COMPENSATION AND METHOD OF PAYMENT.

§ 601. Request for Cash. Request for payment hereunder shall be made utilizing the Refugee and Immigrant Employment Programs "Request For Cash" form and County Invoice, not to exceed amounts allocated by each cost category in the CONTRACT exhibit(s), and in accordance with the method(s) described in the CSS policies and procedures manual dependent upon meeting all requirements contained in this CONTRACT. Payment for services will be authorized only for services provided during the term of this contract. The amount of any and all payments shall be approved by the County Project Director. The County reserves the right to withhold any payment(s) necessary to cover a claim which the County may have against the CONTRACTOR.

§ 700. FISCAL ACCOUNTABILITY.

§ 701. Fiscal Policies/Procedures. CONTRACTOR shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 - Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative CONTRACTs with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations.

§ 702. Federal Temporary Aid to Needy Families (TANF) Regulations. The CONTRACTOR agrees to comply with federal regulations governing TANF, which provide in part, that TANF funds may not be used for medical services pursuant to 64 Fed.Reg., Section 263.11, page 17839.

§ 703. Accounting. The CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting

principles and standards. The CONTRACTOR should maintain their accounting system on an accrual basis of accounting.

§ 704. Commingling of Funds. Funds advanced pursuant to this CONTRACT shall be used exclusively for services funded under this CONTRACT and shall not be commingled with any other monies of the CONTRACTOR.

§ 705. Allegations Of Fraud And/Or Abuse. In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Refugee and Immigrant Employment Programs provisions and regulations), the County reserves the right to withhold ten percent (10%) of the contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Project Director that withheld funds should be released to the CONTRACTOR. Such written determination shall not supersede or replace the final report.

§ 706. Disallowed Costs. The County may withhold payments if the CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any CSS contract that the CONTRACTOR has with the County. The County shall require the CONTRACTOR to pay and the CONTRACTOR agrees to pay the full amount of the CONTRACTOR liability to the County or the State for such audit exceptions as were caused by the CONTRACTOR, upon demand by the County at any time after completion of the grievance procedures at the CONTRACTOR level. The County shall notify the CONTRACTOR of any disallowed costs.

§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION.

§ 801. Audit Rights. The CONTRACTOR shall establish and maintain a financial management system which provides for adequate control of Refugee and Immigrant Employment Programs funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls.

(a) The CONTRACTOR shall obtain and finance annually (at program year end) an independent audit in compliance with Health and Human Services (HSS)/Office of Refugee Resettlement (ORR) regulations and respective OMB Circulars.

(b) The CONTRACTOR shall allow authorized County, State and federal representatives to have full access to the CONTRACTOR facilities and all related Refugee and Immigrant Employment Programs documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this CONTRACT, including the interviewing of the CONTRACTOR staff and program participants during normal business hours.

(c) The CONTRACTOR shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the CONTRACTOR is properly performing its contractual obligations, especially in relation to payments received.

(d) Failure by the CONTRACTOR to comply with the requirements of this § 801 shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this CONTRACT.

§ 802. Records. (a) The CONTRACTOR shall make any and all Refugee and Immigrant Employment Programs-related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this CONTRACT, as may reasonably be requested by the County, available for inspection and audit by any

federal, State, or County agency, upon request, for three (3) years from the termination date of this CONTRACT. In the event of litigation, unresolved audits and/or unresolved claims, the CONTRACTOR agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

(b) (1) The CONTRACTOR shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this CONTRACT. The CONTRACTOR shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the County shall require prior written approval by the County.

(2) If the CONTRACTOR ceases operations prior to five (5) years from the beginning date of the term of this CONTRACT or before all litigation, audits and claims have been resolved, the CONTRACTOR shall provide the name, address, and telephone number of the CONTRACTOR representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence and either:

(A) Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or

(B) Deliver all the documentation to a location designated by the County.

(C) The CONTRACTOR agrees to maintain an official contract file which contains at least the signed contract and any modification and/or amendments to the contract.

§ 803. Reporting. CONTRACTOR shall submit the following reports for the Refugee and Immigrant Employment Programs program to the County:

(a) **Monthly Invoices.** Appropriate monthly fiscal invoice(s), are to be submitted no later than the fifteenth of each month. If the fifteenth falls on a Friday, weekend, or a holiday, the monthly fiscal invoice(s) are to be submitted by noon the next business day. For the REP Program, monthly fiscal invoice(s) are to be submitted no later than the eighth calendar day of each month. If the eighth falls on a Friday, weekend, or a holiday, the invoice(s) are to be submitted by noon the next business day.

(b) **Corrective Action Plan Monthly Report.** A monthly narrative for program months in which CONTRACTOR has not met program performance goals, detailing in the form and manner prescribed by the County Project Director a corrective action plan to resolve the month's deficiencies and avoid future monthly deficiencies. CONTRACTOR shall, upon request of the County Project Director, and at a place/time designated by the County Project Director, assign staff to brief the County Project Director and his/her staff on the project's progress.

(c) **Fiscal Close-Out Report.** A final fiscal close-out report, to be submitted in the form and manner designated by the County Project Director, with a deadline to be announced for the Refugee and Immigrant Employment Programs program, including the reporting of expenses and accruals through June 30, 2004.

(d) The monthly invoices, corrective action plan and close-out reports identified in this § 803 shall be sent to:

County of Los Angeles
Department of Community and Senior Services (CSS)
3175 West Sixth Street
Los Angeles, California 90020-1798

Attention: Adine Forman

(e) **Management Information System (MIS)/Oracle Web-Enabled Application Reporting.** CONTRACTOR shall be responsible for inputting on a daily basis its own computerized participant direct data entry of any/all required Refugee and Immigrant Employment Programs for which the CONTRACTOR is receiving COUNTY funds at no expense to the COUNTY. CONTRACTOR shall be responsible for obtaining the use of a personal computer that will meet the following minimum requirements:

- (1) Pentium III, 300 MHZ
- (2) 64 MB RAM
- (3) 6 GB Hard Drive
- (4) 56K Modem
- (5) Windows 95/98/NT
- (6) Valid Internet Service Provider

CONTRACTOR will retain the original Refugee and Immigrant Employment Programs/MIS participant form for audit purposes and submit a photocopy of this form to:

County of Los Angeles
Department of Community and Senior Services (CSS)
3175 West Sixth Street
Los Angeles, California 90020-1798

Attention: Office of Refugee Assistance

(f) **Property/Capital Expenditures.** Prior COUNTY written approval from the County Refugee and Immigrant Employment Programs Project Director is required for the purchase and/or lease of all nonexpendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with Refugee and Immigrant Employment Programs funds, and a per-unit acquisition cost of \$5,000 or more. **CONTRACTOR'S** written request must provide justification for these purchases and include a minimum of three acceptable bids secured through an open-competitive selection process. **CONTRACTOR** must also comply with all applicable Federal, State, and County regulations and requirements, including but not limited to, OMB circulars A-87 and 29 CFR, Part 97, concerning the acquisition, tagging, inventory, and disposition of this property.

§ 804. Records and Reports. (a) The CONTRACTOR will submit reports and/or records as required by the County and will maintain records and provide access to them as necessary for the County. Reports/records will include, but are not necessarily limited to, the following:

(b) The CONTRACTOR will maintain an official CONTRACT file, which contains the signed CONTRACT and any modification thereto, as well as copies of relevant documents and/or records.

(c) The CONTRACTOR shall record costs incurred in the discharge of this CONTRACT.

§ 805. Public Records/Confidentiality. (a) CONTRACTOR shall maintain the confidentiality of any information regarding a Participant(s), and the immediate family of any applicant or Participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The CONTRACTOR shall not divulge such information without the permission of the Participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the CONTRACT may be divulged to parties having responsibilities under the CONTRACT for monitoring or evaluating the services and performances under the CONTRACT and to governmental authorities to the extent necessary for the proper administration of the program.

(b) L.A. County MIS and GEARS data (information) is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The CONTRACTOR agrees to keep all information furnished through MIS and GEARS strictly confidential, and make the information available to its own employees only on a "need-to-know" basis as specifically authorized in this CONTRACT. Instruct all employees with MIS and GEARS information access regarding the confidentiality of this information, and the sanctions against unauthorized use. Store and process MIS and GEARS information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. In no event, shall said information be disclosed to any individual outside of the CONTRACTOR staff, and/or their employees.

(c) The CONTRACTOR shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The CONTRACTOR shall not release said information without the County's approval.

§ 806. Public Statements. The CONTRACTOR shall indicate in any press release or statement to the public related to the program that it is funded by the COUNTY and approved by the Refugee and Immigrant Employment Programs from funds made available under the federal or state Refugee and Immigrant Employment Programs grant received by the COUNTY. All public statements must indicate that the CONTRACTOR is an Equal Employment Opportunity employer.

§ 900. NONCOMPLIANCE SANCTIONS/PENALTIES.

The CONTRACTOR agrees to comply with the requirements set forth in this CONTRACT, and those requirements contained in the Refugee and Immigrant Employment Programs and all applicable directives/bulletins issued by or on behalf of the County, State or Federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which the County may cancel, terminate or suspend this CONTRACT. Approved sanctions may include, but not be limited to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this CONTRACT. Those sanctions which may be applied will be dependent upon the circumstance(s) of noncompliance.

§ 1000. INDEMNIFICATION AND INSURANCE

§ 1001. Indemnification. (a) The CONTRACTOR shall indemnify, defend and save harmless the County, its public officials, officers, employees and agents from and against any and all liability or expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage, arising out of or connected with CONTRACTOR operations or its services hereunder, or arising from the negligent acts or omissions of the CONTRACTOR in the performance of this CONTRACT, including any workers' compensation suits, liability, or expense, arising from or connected with services performance by or on behalf of the CONTRACTOR by any person pursuant to this CONTRACT.

(b) The CONTRACTOR shall also defend and indemnify the County from any liability arising from the performance of this CONTRACT as a result of an audit of funds received under this CONTRACT due to the negligent acts or omissions of the CONTRACTOR in the performance of this CONTRACT.

§1002. Insurance. Without limiting the CONTRACTOR indemnification of the County, and except as otherwise provided herein, the CONTRACTOR shall provide and maintain at its own expense, and require all of its subCONTRACTORS to maintain, during the term of this CONTRACT the following program(s) of insurance covering its operations as applicable hereunder in this agreement. Such insurance, which shall be provided by insurer(s) satisfactory to the County's Risk Manager, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Proof of insurance shall be delivered to CSS, Employment & Training Contracts Unit, 3175 W. 6th St., Los Angeles, CA 90020-1798 (specifying the Special Programs Manager as CSS Contractor Administrator and CSS as the Contract Department on or before the effective date of the contract). Such evidence shall specifically identify this contract and contain express conditions that the County be given at least 30 days advance written notice of any modification or termination of any program of insurance. Failure on the part of the CONTRACTOR to procure or maintain insurance shall constitute a material breach upon which the County may immediately terminate or suspend this CONTRACT.

All insurance required hereunder shall be primary with respect to any insurance maintained by the County and shall not call on the County's program for contributions. Program(s) of insurance shall include:

(1) **General Liability:** A program, including but not limited to comprehensive general liability and independent CONTRACTOR coverage, and comprehensive general liability, with a combined single limit of not less than \$1 million per occurrence and \$2 million general aggregate. Such insurance shall name the County as additional insured. CONTRACTOR shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the additional insured as its interests appear for all contractual obligations with the CONTRACTOR (named insured) and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(2) **Automotive Liability:** A program of insurance with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". CONTRACTOR shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(3) **Workers' Compensation:** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the CONTRACTOR, and all participants served by the CONTRACTOR, and risks to such persons under this CONTRACT. In all cases, this insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident and disease for each employee and policy limit.

(4) **Crime Coverage:** A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, other property, as applicable to this agreement, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. CONTRACTOR shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with the CONTRACTOR (named insured) and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(5) **Professional Liability:** Insurance covering liability arising from any error, omission negligent or wrongful act of the CONTRACTOR, its officers, employees, agents, or professional consultants with a limit of liability of not less than \$1 million per occurrence and \$3 million aggregate. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this agreement.

§ 1003. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of CONTRACTOR financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the CONTRACTOR upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. CONTRACTOR must notify the County immediately of discontinuation or substantial change in the program.

(b) CONTRACT to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) CONTRACT to notify the County immediately of any claim, judgment, settlement, award, verdict or change in CONTRACTOR financial condition which would have a significant negative effect on the protection that the self-insurance program provides the County.

(d) Name, address and telephone number of CONTRACTOR legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of CONTRACTOR capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. **FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.**

§ 1004. Public Entities. (a) To the extent both parties to this CONTRACT are public entities, and this provision is activated in writing by the County in the foregoing CONTRACT, the following provision shall be substituted for § 1001, § 1002 and § 1003 herein:

In contemplation of the provisions of Section 895.2 of the *Government Code* of the State of California imposing certain tort liability jointly upon public entities solely be reason such entities being parties to an CONTRACT as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this CONTRACT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. CONTRACTOR certifies that it has adequate self insured retention of funds to meet any obligation arising from this CONTRACT.

§ 1005. Notification of Incidents, Claims or Suits. (a) CONTRACTOR shall report to COUNTY any accident or incident relating to services performed under this CONTRACT which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this CONTRACT.

(c) Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Program Manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this CONTRACT.

§ 1006. Compensation for County Costs. In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this CONTRACT, and such failure to comply results in any costs to COUNTY (including cost of obtaining requisite insurance for CONTRACTOR), CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

§ 1007. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all sub-CONTRACTORS performing services under this CONTRACT meet the insurance requirements of this CONTRACT by either:

(a) Providing evidence of insurance covering the activities of sub-CONTRACTORS, or

(b) Providing evidence submitted by sub-CONTRACTORS evidencing that sub-CONTRACTORS maintain the required insurance coverage. COUNTY retains the right to request, and CONTRACTOR agrees to provide upon such request, copies of evidence of sub-CONTRACTOR insurance coverage at any time.

§ 1008. Failure to Procure or Maintain Insurance. Failure on the part of the CONTRACTOR to procure or maintain insurance or otherwise satisfy the requirements of this § 1008, shall constitute a material breach upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this CONTRACT or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the COUNTY shall be repaid by the CONTRACTOR to the COUNTY upon demand or the COUNTY may set off the cost of the premiums against any monies due to the CONTRACTOR from the COUNTY.

§ 1100. TERMINATION/SUSPENSION/PROBATION.

§ 1101. Termination for Default. (a) Services performed under this CONTRACT may be terminated in whole or in part by the County providing to CONTRACTOR a written Notice of Default if:

(1) the CONTRACTOR fails to perform the Services within the time specified in this CONTRACT or any extension approved by the County,

(2) the CONTRACTOR fails to perform any other covenant or condition of this CONTRACT,

(3) the CONTRACTOR fails to make progress so as to endanger its performance under this CONTRACT.

(b) The CONTRACTOR shall have ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through its Project Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for CONTRACTOR Default, the County, in its sole direction, may procure replacement services and the CONTRACTOR shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.

(d) If it is determined that the CONTRACTOR was not in Default under the provisions of this CONTRACT, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under § 802 (Termination for Convenience).

§ 1102. Termination for Convenience. (a) Services performed under this CONTRACT may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the CONTRACTOR a written Termination Notice which specifies the extent to which Services are terminated and the effective termination date.

(b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the county, the CONTRACTOR shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.

(c) If the CONTRACTOR fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the CONTRACTOR. After the County makes this determination, it shall pay that amount to the CONTRACTOR. The County's determination shall be final.

§ 1103. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this CONTRACT. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this CONTRACT extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of **§ 1102 (Termination for Convenience)**, as of the end of the then current fiscal year. The County shall make a good faith effort to notify the CONTRACTOR in writing of such non-allocation at the earliest time.

§ 1104. Termination for Insolvency. In addition to other provisions provided herein, the County may terminate this CONTRACT for Default, as provided in **§1101**, in any of the following events:

(a) The CONTRACTOR becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.

(b) The CONTRACTOR files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.

(c) A Receiver or Trustee is appointed for the CONTRACTOR, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.

(d) The CONTRACTOR executes an assignment for the benefit of creditors.

§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Consultant to maintain compliance with the requirements set forth in **§ 210** shall constitute a default by Consultant under this CONTRACT. Without limiting the rights and remedies available to the County under any other provision of this CONTRACT, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney and/or Department of Child Support Services shall be grounds upon which the Customer may terminate this CONTRACT.

§ 1106. Termination for Improper Consideration. (a) The County may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the CONTRACT or securing favorable treatment with respect to the award, amendment or extension of the CONTRACT or the making of any determinations with respect to the CONTRACTOR performance pursuant to the CONTRACT. In the event of such termination, the County shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

(b) The CONTRACTOR shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the Project Director, the County manager charged with the supervision of the employee or to the county Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

§ 1107. Suspension of CONTRACT. The County may, by giving notice, suspend all or part of the program operations for up to 60 days for CONTRACTOR failure to comply with the terms and conditions of this CONTRACT. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the specific conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, the CONTRACTOR shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the CONTRACT.

§ 1108. Probation. (a) The County Project Director may place the CONTRACTOR on probationary status when it is determined by the County Project Director for any program(s) herein that the CONTRACTOR either (1) has demonstrated a consistent and significant lack of achievement of Participant summary goals, or (2) is out of compliance with County sanction policy guidelines.

(b) If the CONTRACTOR is placed on probationary status, the CONTRACTOR shall submit a corrective action plan within ten (10) days of the notice of probationary status. The CONTRACTOR's Corrective Action Plan (CAP) must be approved by the County Project Director. The County reserves the right to terminate contract(s) of any contractor on probationary status if the contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

§ 1200. GENERAL PROVISIONS

§ 1201. Contract Modifications/Amendments. (a) This CONTRACT fully expresses the CONTRACT of the parties. Any modification or amendment of the terms or conditions of this CONTRACT must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this CONTRACT in any way.

(b) County may make a unilateral modification to this CONTRACT at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this CONTRACT accordingly.

§ 1202. Assignments. No part of this CONTRACT or any right or obligation arising from it shall be assigned without the written consent of the County. Any attempt by the CONTRACTOR to assign this CONTRACT shall be void and shall constitute a material breach of this CONTRACT upon which the County may immediately terminate this CONTRACT in accordance with the provisions of § 801 (Termination for Default).

§ 1203. Subcontracting. (a) No performance of this CONTRACT or any portion thereof shall be subcontracted by the CONTRACTOR without the prior written consent of the County Project Director. Any attempt by the CONTRACTOR to subcontract any performance of services under this CONTRACT without the prior written consent of the County shall be null and void and shall constitute a material breach of this CONTRACT upon which the County may immediately terminate this CONTRACT in accordance with the provisions of § 1201 (Termination for Default).

(b) CONTRACTOR request to the County Project Director for approval to enter into a subcontract shall include:

(1) A description of the services to be provided by the subcontractor.

(2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

(3) Any other information or certification requested by the County Project Director.

(c) In the event the County Project Director consents to subcontracting, all applicable provisions and requirements of this CONTRACT shall be made applicable to such subcontract. To accomplish this requirement, the CONTRACTOR shall include in all subcontracts the following provision:

"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

(d) All subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under this CONTRACT, including, but not limited to, the duty to properly supervise and coordinate all the work of the CONTRACTOR and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this CONTRACT.

(e) The CONTRACTOR agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.

(f) The CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.

(g) The CONTRACTOR shall not assign or subcontract any part or all of its interest in this CONTRACT without written approval from the County Project Director.

(h) All applicable provisions and requirements of this CONTRACT shall apply to any subcontracts or agreements. The CONTRACTOR agrees that the CONTRACTOR shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

§ 1204. Fiduciary Relationships. Every collaborative must identify the fiduciary relationship between all the partners of the collaboration and the Lead Agency. The following two (2) fiduciary relationships are recognized by this CONTRACT:

(a) Financial - A formal financial agreement between the Lead Agency and a collaborator (Subcontractor) in which:

(1) the Lead Agency reimburses the collaborator for all costs on a line-item basis:

(2) the collaborator is paid on a "fee-for-performance" basis.

(b) Non-Financial - A Memorandum of Understanding (MOU) agreement between the Lead Agency and collaborator for services without cost reimbursement.

§ 1205. Repayment. The CONTRACTOR agrees to be bound by applicable County and/or Refugee and Immigrant Employment Programs disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this CONTRACT or applicable Refugee and Immigrant Employment Programs provisions or implementing rules and regulations.

§ 1206. Notices. (a) The appropriate County representative, as set forth in Section 5 of the foregoing CONTRACT, is the party to whom the CONTRACTOR shall forward all documents, reports, and records as required by this CONTRACT.

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 1207. Waivers. (a) Waivers of the provisions of this CONTRACT shall be in writing and signed by the appropriate designee of the County.

(b) No waiver of a breach of any provision of this CONTRACT shall constitute a waiver of any other breach of that provision or of any other provision of this CONTRACT.

§ 1208. Grievance Procedures. CONTRACTOR shall submit to the COUNTY at the time required contract documents are presented to CSS Contract & Audit Unit CONTRACTOR grievance procedures for both program staff and participants in accordance with applicable Refugee and Immigrant Employment Programs regulations, Federal, State and local laws, rules, and regulations. The CONTRACTOR also agrees to process all complaint/grievances in accordance with its adopted grievance procedures and to provide the County with an updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The CONTRACTOR also assures and agrees that it will be bound by decisions issued under the Refugee and Immigrant Employment Programs participant grievance procedures.

§ 1209. Validity. The invalidity of any provision of this CONTRACT shall not void or affect the validity of any other provision.

§ 1210. Disputes. The CONTRACTOR agrees to attempt to resolve disputes arising from this CONTRACT by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this CONTRACT shall be settled in accordance with County grievance procedures. CONTRACTOR shall submit to the COUNTY within thirty (30) days of execution of this CONTRACT, a grievance procedure, in accordance with applicable REFUGEE AND IMMIGRANT EMPLOYMENT PROGRAMS regulations, State and local laws, rules, and regulations. The CONTRACTOR also agrees to process all complaint/grievances in accordance with its adopted grievance procedure. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The



EXHIBIT B
COUNTY OF LOS ANGELES
TA DISCRETIONARY GRANT PROGRAM
PROGRAM REQUIREMENTS

I. PROJECT DESCRIPTION

The CONTRACTOR shall perform all the services set forth in the Statement of Work for each component. These services are to be performed at the following locations (also include all sub-contractor locations) and identify if the location is an agency or sub-contractor site.

<u>Site Address</u>	<u>Telephone #</u>	<u>Contact Person</u>	<u>Activity</u>	<u>Hrs. of Operation</u>

II. TIME OF PERFORMANCE

Said services of CONTRACTOR are to commence as of October 1, 2003 with all activities identified in this Contract to be completed no later than September 30, 2004. All final invoices must be submitted by October 31, 2004 unless terminated earlier as hereinafter provided.

III. CONTRACT FUNDING

CONTRACTOR will adhere to a total budget not to exceed the amount of \$ _____ for the full period of the Contract.

A. COUNTY shall reimburse CONTRACTOR from ORR TA Discretionary grant funds for an amount not to exceed \$ _____. In no event shall this Contract give rise to a charge on any other funds of the County.

B. COUNTY may reimburse CONTRACTOR from said TA Discretionary funds for the fixed unit prices established in Statement of Work.

- C. CONTRACTOR agrees to furnish documentation for each participant taking part in the TA Discretionary program to verify participant enrollment and services.

IV. PROJECT ACTIVITIES

CONTRACTOR shall provide providing culturally and linguistically appropriate home-based childcare certification and licensing training for refugee women residing in the County of Los Angeles.

V. PROJECT REQUIREMENTS

- A. CONTRACTOR shall carry out a program providing intake/assessment/enrollment, training, and certification/licensing as outlined in the attached Statements of Work (Exhibit C).
- B. CONTRACTOR must read and implement all activities and services described in the Statements of Work (Exhibit C).
- C. CONTRACTOR shall provide qualified, culturally aware, bilingual professional employees able to implement current CSS/TA Discretionary policy and procedure to provide home-based childcare certification and licensing training for refugee women residing in Los Angeles County.
- D. CONTRACTOR will have all appropriate staff members attached to the project attend Program Training sessions. All program training is mandatory unless otherwise noted at the time of the training announcement.
- E. CONTRACTOR shall maintain a staffing pattern, including paid case managers, with designated personnel for each program to the extent possible.
- F. CONTRACTOR shall maintain key culturally and linguistically appropriate personnel and proper insurance coverage throughout the term of the Contract.
- G. CONTRACTOR shall arrange internship training for participants with licensed family childcare providers.
- H. CONTRACTOR must have the CONTRACTOR'S (agency) name and/or refugee project title displayed on the building's directory, on the office/worksite door (along with the CONTRACTOR'S days and hours of operation) and inside the CONTRACTOR'S reception area.

- I. CONTRACTOR shall submit to COUNTY a schedule of operating hours for each service site, and update such submissions as hours of operations change.
- J. If during the normal workweek (Monday through Friday) and work hours (8:00 am to 5:00 pm), a site is not open or staffed, the CONTRACTOR shall have an answering machine explaining the hours and days of operation, and how the participant can immediately contact a live person.
- K. CONTRACTOR must prepare required monthly, quarterly and annual program progress reports as required.
- L. CONTRACTOR shall ensure the confidentiality of all participant case files and records. All such files and records shall be maintained in a secured, locked location. Access to such files and records shall be limited to staff members who deal directly with the participant, Program Administrators, and Federal, State and COUNTY representatives as specified in this Contract for the purposes of program monitoring.
- M. CONTRACTOR shall comply with Section 10850 of the State Welfare and Institution Code and Chapter 19-000 of the State DSS Manual of Policies and Procedures to assure that:
 - 1. All applications and records concerning an individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institution Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential and will not be open to examination for any purpose not directly connected with administration of such public social services.
 - 2. No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an application or recipient.
- N. CONTRACTOR shall inform all of its employees, agents, subcontractors, or partners of the above provision and that anyone knowingly and intentionally violating provisions of said State law is guilty of a misdemeanor.
- O. CONTRACTOR shall comply with the following Federal Department of Health and Human Services (HHS) regulations applying to the provision of employment and training services to Refugees.

1. 45 CFR Part 441, Subparts E and F, Services:
Requirements and Limits Applicable to Specific
Services - Abortions and Sterilizations.
 2. 45 CFR Part 16, Department Grant Appeals Process.
 3. 45 CFR Part 74, Administration of Grants.
 4. 45 CFR, Informal Grant Appeals Procedures.
 5. 45 CFR Part 75, Appendix G - 14f: Wages and Hours -
Contracts in excess of \$2,500 which employ refugees as
mechanics or laborers.
- P. CONTRACTOR agrees to comply with Section 103 and 107 of the
Contract Work Hours and Safety Standards Act (40 U.S. Code,
327-330), as supplemented by 29 CFR, Part 5. This requires that
the contractor shall complete wages on the basis of a standard
workday of 8 hours and a standard workweek of 40 hours. Work in
excess of the standard shall be compensated at a rate of not less
than 1.5 times the basic rate of pay for all hours worked in excess
of 8 hours in any calendar day or 40 hours in the work week.
1. 45 CFR Part 75, Appendix G - 14g: Copyright Access. The
COUNTY, the SDSS and U.S. DHHS shall have a royalty
free, non-exclusive and irrevocable license to publish,
translate, or use, now, or hereafter, all material developed
under this Contract including those covered by copyright.
 2. 45 CFR Part 75, Appendix G - 14i: Contracts exceeding
\$100,000 must comply with the Clean Air Act (42 U.S. Code
1875 (A), Section 7401 et seq. of the Clean Water Act) (33
U.S. Code 1368, Executive Order 11378 and Environmental
Protection Agency (EPA) regulations, 40 CFR, Part 15).
Under these laws and regulations, the CONTRACTOR
assures that:
 - a. No facility shall be utilized in the performance of the
proposed program, which is on the EPA list of
Violating Facilities;
 - b. It will notify the COUNTY prior to award, of the receipt
of any communication from the Director, Office of
Federal Activities, U.S. EPA, indicating that a facility
to be utilized for the grant, is under consideration to
be listed on the EPA List of Violating Facilities;

- c. It will notify the COUNTY and the U.S. EPA about any known violation of the above laws and regulations; and
 - d. It will include substantially this assurance, including this Part d, in every non-exempt subgrant, Contract, or subcontractor.
- 3. 45 CFR Part 75, Appendix G - 14j: CONTRACTORS must recognize the mandatory standards of the State Energy Conservation Plan (Title 23, California Administrative Code), as required by the U.S. Energy Policy and Conservation Act (P.M. 94-165).
- 4. 45 CFR Part 95, Subpart E General Administration - Grant Program (Public Assistance and Medical Assistance) Code Allocation Plans.
- Q. CONTRACTOR shall comply fully with the provisions of the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. 651, Et seq.) and the California Occupational Health and Safety Act, as amended (California Labor Code section 6300 et seq.) *and shall certify that all participant job placements are made in sites which comply with such sections.*
- R. CONTRACTOR shall ensure that no participant is placed in employment in which they are compensated below the California minimum wage in compliance with the Fair Labor Standards Act (29 CFR, Part 4), and that no participant is paid for "piecework".

The minimum wage requirement applies to the net earnings of self-employed participants and participants compensated by commission. However, the minimum wage provisions are not to be applied during the first six months of self-employment or employment compensated by commission. The six-month period starts from the time the individual first becomes self-employed or obtains employment compensated by commission.

VI. PAYMENT CONTINGENCY

Payments by the COUNTY during the Contract period are conditioned by (1) the availability of ORR TA Discretionary Grant funds; and (2) by the CONTRACTOR meeting performance goals and requirements as set forth in this Contract. Satisfaction of these conditions shall be as determined by the COUNTY Project Director at his/her its sole discretion. Should inadequate funds be available for payment, this Contract will be null and void. CONTRACTOR shall have no recourse against the COUNTY of Los Angeles for unpaid invoices as a result of inadequate ORR TA

Discretionary Grant Program funds.

VII. METHOD OF COMPENSATION

CONTRACTOR shall submit a "Request for Cash" Invoice to CSS on or before the 15th workday of the month following the month services were performed and which are the subject of such invoice. The monthly invoice submitted must reflect a complete month of services performed. The CONTRACTOR shall attach a copy of the agency's General Ledger to the required invoice documents when submitting the monthly invoice. Payments shall be made only after receipt, review and approval of invoices by COUNTY Project Director, or his designee, for CONTRACTOR's allowable expenses actually incurred for any individual calendar month not to exceed 1/12th of the total contract amount. The COUNTY Project Director, or his designee, shall reserve the right to waive the 1/12th restriction for allowable expenses incurred in a given calendar month. Said invoices shall indicate total monthly costs and shall be itemized in detail. After review of an invoice the COUNTY Project Director, or his designee, may approve or disallow any or all of the charges on the invoice. The COUNTY Project Director, or his designee, shall give a written explanation of disallowed charges to CONTRACTOR within 30 days of receipt of an invoice. CONTRACTOR may submit further written explanation of disallowed charges within 10 days of the date of notice of disallowance from the COUNTY Project Director, or his designee. The COUNTY Project Director, or his designee, may review such further explanation and, at his or her sole discretion, may reconsider such disallowance.

VIII. REQUEST FOR FINAL PAYMENT

The COUNTY reserves the right to withhold 15% of the total Contract amount or the final request(s) for payment, whichever is greater, until all conditions of said Contract are met to the satisfaction of the Project Director. In the event of allegations of fraud and abuse, the COUNTY reserves the right to withhold fifteen percent (15%) of the total Contract amount or the amount of the final request(s) for payment, whichever is the greater, until a determination is issued in writing by the COUNTY Project Director that withheld funds should be released to the CONTRACTOR.

IX. AUDIT RIGHTS AND REQUIREMENTS

The CONTRACTOR shall establish and maintain a separate financial system for all support services funds granted participants for transportation, childcare or other training or work related expenses as they may apply. The actual participant name, case number, amount, time period and purpose for funds must be identified, properly justified and submitted to COUNTY with any request for reimbursement.

X. REPORTS AND RECORDS

- A. COUNTY shall review, evaluate, and track reports and records for accuracy and timeliness of completion and submission, and use the results of such tracking when reviewing CONTRACTOR'S overall performance.
- B. COUNTY shall review, evaluate and track the content of reports and records for CONTRACTOR'S compliance with program regulations, timeliness of participant receiving services, quantity and quality of job placements, and follow-up with participants through case management activity. COUNTY shall consider the results of such tracking when reviewing CONTRACTOR'S overall performance.

XI. JOINT FUNDING

For CONTRACTORS who receive funds, in addition to TA Discretionary Grant funds, CONTRACTOR shall provide a written statement of said funds at time of contract submission, as well as, provide a written update following the receipt of additional funding and an updated Cost Allocation Plan (CAP) if appropriate.

XII. CONDUCT OF PROJECT

- A. CONTRACTOR shall abide by all terms and conditions imposed and required by the Subgrant Agreement between the County and State and shall abide by all subsequent revisions, modifications and administrative and statutory changes made by the CDSS and/or ORR. In the event new or revised legislation requires changes to the Subgrant Agreement between the County and State, such changes shall be applicable to and incorporated within this Contract by this reference.
- B. CONTRACTOR shall, in a satisfactory and proper manner as reasonably determined by COUNTY, operate this Project and be responsible for complying with performance standards set forth in the Contract and shall be responsible for internal monitoring of the activities encompassed by this Contract. Measured performance below goals and standards or failure of CONTRACTOR to fully implement the activities as described in the Contract shall constitute non-compliance with the terms of this Contract and may be the cause for immediate termination.
- C. In the event that applicable provisions of the Subgrant Agreement, the conditions governing the TA Discretionary grants, the TA

Discretionary regulations or TA Discretionary guidelines are amended at any time subsequent to the making of this Contract, COUNTY shall notify the CONTRACTOR in writing. Upon such notification, CONTRACTOR shall have the option of notifying COUNTY in writing that it cannot comply with such amendments in which case this Contract may be terminated in accordance with Federal, State and local law and regulations, and this Contract. Termination of the Contract under this provision shall terminate the obligations of CONTRACTOR to perform services set forth in Exhibit B and Exhibit C.

D. CONTRACTOR agrees to adhere to the following Federal cost compliance standards:

1. For Public Agencies:

-- OMB Circulars A-87; A-102 and A-128

2. For Colleges and Universities:

-- OMB Circular A-21, as amended;

3. For other Non-Profit Agencies:

-- OMB Circular A-110, A-122 and A-133

4. For Profit Organizations:

-- 41-CFR Section 1-15.2 and appropriate Statement of Auditing Standards (SAS) for Compliance Auditing Applicable to Government Entities and other Recipients of Government Financial Assistance.

E. CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986.

F. CONTRACTOR shall obtain from all its employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended including, but not limited to, the Immigration Reform and Control Act of 1986. CONTRACTOR shall retain such

documentation for all covered employees for the period prescribed by law.

- G. CONTRACTOR shall comply with all Federal, State and local laws, regulations, guidelines, procedures, and standards as they pertain to the performance of this Contract.
- H. CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
- I. CONTRACTOR shall be totally responsible for enrolling the appropriate number of eligible refugees into their activities, so as to achieve all contract performance goals.
- J. CONTRACTOR shall be responsible for conducting outreach, where applicable, and retention strategies for enrolling and retaining eligible refugees.
- K. CONTRACTOR shall use other resources through linkages with appropriate mainstream community services whenever possible to provide any support services needed by the participant/s.

XIII. PROJECT EVALUATION AND REVIEW

- A. CONTRACTOR shall allow authorized COUNTY, State (including the Auditor-General) and Federal representatives to evaluate, inspect and monitor its facilities and project operations, including the interview of CONTRACTOR'S staff and program participants during regular business hours.
- B. The COUNTY reserves the right to modify the project and/or this Contract based upon the results of any evaluation or review. In addition, the COUNTY may use the results of any evaluation or review in future contracting decisions. The evaluation shall include, but is not limited to, Contract compliance, effectiveness of planning, responsiveness to requests for documentation and reports, and achievement of goals, results and/or participant outcomes.
- C. If a corrective action plan is requested and approved by the COUNTY Project Director, such plan shall be undertaken by the CONTRACTOR, and CONTRACTOR shall notify COUNTY of the results achieved under the plan by the date specified by the COUNTY. The COUNTY reserves the right to inspect program files and other documents and to interview staff and program

participants to verify said results. If modification of goals or performance standards is deemed necessary and approved by COUNTY, CONTRACTOR shall undertake such modifications and notify the COUNTY of the results achieved under such modification by the date specified by the COUNTY. COUNTY Project Director reserves the right to take any action he/she deems appropriate in the event the CONTRACTOR fails to achieve such performance standards, including termination of this Contract.

XIV. AUTHORITY TO BIND CONTRACTOR.

Before the receipt of a fully executed copy of this Contract, the CONTRACTOR shall furnish to the COUNTY a written list of persons authorized to execute, on behalf of the CONTRACTOR, agreements, contracts, modifications to Contracts, or other documents as may be required by the COUNTY.

XV. TERMINATION

- A. Termination or Cancellation of Subgrant Agreement. In the event the Subgrant Agreement between the COUNTY and the State is terminated or cancelled for whatever reason, the COUNTY may terminate this Contract and suspend operations within a period commensurate with the termination period of the Subgrant Agreement.
- B. Termination by CONTRACTOR. The CONTRACTOR may terminate this Contract, or any part hereof by giving fifteen (15) calendar days written notice to the COUNTY. The termination shall become effective the date the Project Director gives written acknowledgment of the receipt of the CONTRACTOR'S letter of intent. All appropriate compliances must be followed, as detailed in Sub-Section D.
- C. Termination by COUNTY. The COUNTY may terminate this Contract immediately by written notice to the CONTRACTOR, upon CONTRACTOR'S failure to comply with the conditions of this Contract. Satisfaction of these conditions shall be as determined by the County in its sole discretion. It is understood and agreed, however, that should the COUNTY determine that CONTRACTOR'S failure to perform relates to only part of the services CONTRACTOR is performing, the COUNTY, in its sole discretion, may elect to terminate only that part of the Contract which shall in no way void or invalidate the rest of this contract. In the event of termination of all, or part, of this Contract, COUNTY shall pay to CONTRACTOR an amount sufficient to reimburse CONTRACTOR for all allowable units of production completed by CONTRACTOR prior to the effective date

of such termination less payments previously paid by COUNTY for such services.

If this Contract is terminated, CONTRACTOR shall, within five (5) working days of receipt of notice of termination from COUNTY, notify all other parties it has sub-contracted with for services in furtherance of this Contract. After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause -- which amount may include a reasonable allowance on work done but shall not include an allowance on work not performed. COUNTY shall pay the agreed upon amount; provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

XVI. PERMITS AND LICENSES

CONTRACTOR shall obtain all the necessary licenses, permits and certifications for the performance of services outlined in this Contract.

XVII. PUBLIC STATEMENTS

CONTRACTOR shall not use the TA Discretionary Grant Program name on materials intended for use outside of the scope of program activities identified in this Contract without prior written approval from the COUNTY. If such approval is granted, the CONTRACTOR shall indicate in any press release, printed program materials, or statement to the public related to the program, that it is funded by the County of Los Angeles Board of Supervisors from funds made available from ORR Discretionary Grant Program funds.

XVIII. MODIFICATION OF DOCUMENTS REQUIRED UNDER CONTRACT

This Contract fully expresses the agreement between the parties. Any modifications or alterations of the terms or conditions of this Contract must be by means of a written document approved by both parties. No oral conversation between any officer or employee of the parties shall modify any of the terms or conditions of this Contract.

The COUNTY'S Project Director may grant modifications to this Contract upon written request of the CONTRACTOR without prejudice to COUNTY's rights. The form and manner shall be specified by the COUNTY. The following guidelines limit the Director's authority to grant such modifications. All modifications exceeding these guidelines must be handled as amendments, which require the formal approval of the Board of Supervisors.

- A. Budget Amendment. Any increase in the total Contract funding must be made by Contract amendment and be approved by the Board of Supervisors. A decrease in total Contract amount, if requested in writing by CONTRACTOR and determined to be in the best interest of the COUNTY by CSS, need not be approved by the Board of Supervisors.
- B. Program Modification. The CONTRACTOR may request the increase or decrease of such numerical goals regarding services to be provided by transferring funds from one activity to another. Such modifications, however, may not change the kind of services to be provided as specified in Exhibit C Statement of Work. Nor may the fixed price contract budget be modified based on the Contractor's cost experience.

Any modification must be in the best interest of the COUNTY and be received in writing no later than the third quarter of the contract period. Upon approval, the completed document must be submitted to the COUNTY within 20 calendar days.

- C. Time Modification. The CONTRACTOR may request modifications of program deadlines when such modifications are specifically requested in writing by CONTRACTOR prior to the expenditure being made; and those modifications will not change the project goals or scope of services, are in the best interest of the COUNTY and CONTRACTOR in performing the scope of services under this Contract; and do not alter the amount of compensation under this Contract.
- D. Use of Certain Non-COUNTY Funds. A review of the Contractor's expenditures and commitments to utilize any non-COUNTY funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as

determined by the Project Director, shall be conducted by the COUNTY and Contractor midway through each fiscal/calendar year during the term of this Agreement, midway through the applicable time limitation period for such non-COUNTY funds if such period is less than a fiscal/calendar year, and/or at any other time or times during each fiscal/calendar year as requested by the Project Director. At least fifteen (15) days prior to each such review, the CONTRACTOR shall provide the Project Director with a current update of all the Contractor's expenditures and commitments of such non-COUNTY funds during such fiscal/calendar year or other applicable time period. If the Project Director, in his/her sole judgement, determines from such review that there will be any non-expenditure of such non-COUNTY funds, then CSS, to the extent authorized by the County Board of Supervisors, shall reduce the Maximum Contract Amount for the applicable fiscal/calendar year up to the amount of such anticipated non-expenditure, or CSS shall recommend to the County Board of Supervisors a reduction in the Maximum Contract Amount for the applicable fiscal/calendar year up to the amount of such anticipated non-expenditures. If CSS determines to reduce or recommend a reduction in the Maximum Contract Amount for such fiscal/calendar year, then the COUNTY Project Director shall notify the Contractor in writing and shall provide the Contractor with the revised Maximum Contract Amount for such fiscal year/calendar year. Any reduction in the Maximum Contract Amount for the applicable fiscal/calendar year shall be effected by an amendment to this Agreement pursuant to Paragraph A which shall set forth the revised Maximum Contract Amount and the revised Exhibit(s) for such fiscal/calendar year. Notwithstanding any other provision of this Agreement, the revised Maximum Contract Amount and the revised Exhibit(s) for such fiscal year/calendar year shall entirely supersede the then existing Maximum Contract Amount and Exhibit(s) as of the date determined by the COUNTY Project Director or the County Board of Supervisors and set forth in the amendment.

XIX. NOTICES Notices shall be sent to the CONTRACTOR addressed as follows:

(Contact Person & Phone)

(Agency Name)

(Address)

Notices and reports shall be sent to the COUNTY as follows:

Department of Community and Senior
Services
Office of Refugee Assistance
3175 West 6th Street
Los Angeles, CA 90020

Monthly financial invoice reports shall be sent to the
COUNTY as follows:

Department of Community and Senior
Services
Office of Refugee Assistance
3175 West 6th Street.
Los Angeles, CA 90020
Attention: _____
(your program specialist)

XX. NON-APPROPRIATION

All funds for payment of services rendered after September 30, 2004 are subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

XXI. REVENUE DISCLOSURE

- A. By execution of this CONTRACT and unless waived in writing by the COUNTY Project Director, CONTRACTOR certifies that it has previously filed with CSS a written statement listing all revenue received, or expected to be received by CONTRACTOR from all Federal, State, City, or COUNTY sources, or other governmental agencies, and applies, or expected to be applied, to offset in whole or in part of any of the costs incurred by the CONTRACTOR in conducting current or prospective projects or business activities including, but not limited to, the project or business activity which is the subject of the CONTRACT. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.
- B. During the term of this CONTRACT, the CONTRACTOR shall prepare and file a statement with CSS each time it receives funding from any governmental agency that is additional to revenue already disclosed in the CONTRACTOR'S original revenue disclosure statement. The CONTRACTOR shall file such additional statement

within fifteen (15) days following receipt of such additional funding with a revised cost allocation plan. The COUNTY shall not pay the CONTRACTOR for any services provided by the CONTRACTOR that are for purposes other than the Refugee program or for services which are funded by other sources.

- C. Governmental agencies shall be exempt from the disclosure requirements of this SECTION, except as the requirements pertain to other sources of funding for refugee programs or shared costs.
- D. Failure of the CONTRACTOR to comply with the requirements of this SECTION shall constitute a material breach of contract, upon which the COUNTY may cancel, terminate, or suspend this CONTRACT.

XXII. ADJUSTMENT OF CONTRACT FUNDING LEVEL

The COUNTY Project Director may adjust the funding amount of this Contract upward or downward by 15% based on CONTRACTOR performance and/or utilization of funds.

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IN WITNESS WHEREOF, the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of Community and Senior Services, or his designee, and the CONTRACTOR has subscribed the same through its authorized officer, the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants that he or she is authorized to bind the CONTRACTOR, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

**COUNTY OF LOS ANGELES
Community and Senior Services**

By _____
ROBERT RYANS, Director Date _____

**APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel**

BY _____
Deputy County Counsel Date _____

CONTRACTOR

Contractor's Name (Print) Date _____

By _____
Authorized Signature Date _____

(Print or Type Name) Title _____



2003/2004

TA DISCRETIONARY GRANT PROGRAM

EXHIBIT C

STATEMENT OF WORK

INTAKE/ASSESSMENT/ENROLLMENT

I. PROGRAM ACTIVITY

This program component provides intake, assessment and enrollment of eligible CalWORKs refugee women for Home-Based Childcare training and licensing.

II. RESPONSIBILITY OF CONTRACTOR

- A. CONTRACTOR shall ensure that eligibility requirements are met in terms of refugee status and residency.
- B. CONTRACTOR shall conduct intake and assessment to determine if the participant is appropriately qualified for the program.
- C. CONTRACTOR shall submit to the County a copy of the assessment instrument to be used with this contract.
- D. CONTRACTOR shall identify and register eligible participants using the COUNTY provided MIS Registration form. Registration must be submitted to the COUNTY no later than the fifth working day of the following month.
- E. CONTRACTOR shall establish a case file for each participant at the point of intake and assessment.

III. METHOD OF COMPENSATION

- A. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit price specified below:

Intake/Assessment/Enrollment
<p>Intake/Assessment/Enrollment</p> <p>\$ <u>500.00</u> per enrolled participant for a maximum _____ of enrolled participants.</p>

- B. CONTRACTOR may bill upon providing the County a "Request for Cash" invoice and support documentation consisting of:
- Completed assessment forms
- C. All "Request for Cash" invoices are due by the 15th of the following month.



2003/2004

TA DISCRETIONARY GRANT PROGRAM

EXHIBIT C

STATEMENT OF WORK

CHILDCARE SKILLS TRAINING (CST)

I. PROGRAM ACTIVITY

This program component provides short term childcare skills training of no more than three (3) months.

II. RESPONSIBILITY OF CONTRACTOR

- A. CONTRACTOR shall enroll eligible participants.
- B. CONTRACTOR shall ensure that eligibility requirements are met in terms of refugee status and residency.
- C. CONTRACTOR shall provide training in CPR, first aid, nutrition and menu planning and employment related English language training.
- D. CONTRACTOR shall maintain a file for each participant documenting activities and hours of participation.

III. METHOD OF COMPENSATION

- A. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit price specified below:

Childcare Skills Training

Childcare Skills Training

\$1,000.00 per participant completing training for a maximum of _____ participants completing training.

- B. CONTRACTOR may bill upon providing the County a "Request for Cash" invoice and support documentation consisting of:
- A completed log of all the required childcare training components signed and dated by the participant and the case manager.
 - Completed Internship/Field experience verification signed and dated by the participant and the child care provider.
- C. All "Request for Cash" invoices are due by the 15th of the following month.



2003/2004

TA DISCRETIONARY GRANT PROGRAM

EXHIBIT C

STATEMENT OF WORK

HOME-BASED CHILDCARE LICENSING (HCL)

I. PROGRAM ACTIVITY

This program component provides specialized training required for home-based childcare licensing.

II. RESPONSIBILITY OF CONTRACTOR

- A. CONTRACTOR shall conduct workshops and seminar trainings for the development of home-based childcare business including but not limited to: developing long term individual professional development plan, small business financial training, developing forms and record system to ensure regulatory compliance, setting up books and accounting procedures, tax preparation and financial record keeping.
- B. CONTRACTOR shall arrange internship training for participants with State-funded family childcare providers.
- C. CONTRACTOR shall maintain a record of each phase of training in the participant file.

III. METHOD OF COMPENSATION

- A. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit price specified below:

Home-Based Childcare Licensing

Home-based childcare licensing:

\$833.00 per established childcare licensing for a maximum of _____ home-based childcare licensing.

- B. CONTRACTOR may bill upon providing the County a "Request for Cash" invoice and support documentation consisting of:
- A copy of the home-based childcare license.
- C. All "Request for Cash" invoices are due by the 15th of the following month.

Exhibit D.

Required Documents and Forms

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafe-la.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Franklin Johnson, Secretary

Department of Social Services
Rick Santiz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Low Yee Kwan, Supervisor, Third District

Paul Kruttschnitt, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First OLA and DFCU/DFC of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBLE MATTERS CERTIFICATION
LOWER-TIER TRANSACTIONS

(BEFORE SIGNING, READ ALL INSTRUCTIONS ON THE FOLLOWING PAGES WHICH ARE PROVIDED FOR YOUR INFORMATION IN COMPLETING THIS CERTIFICATION. ONLY THE SIGNED CERTIFICATION FORM NEEDS TO BE RETURNED TO CSS.)

This certification is required by the regulations implementing Executive Order #12549, Debarment and Suspension, 29 CFR, Part 98, Section 98.510, "Participants Responsibilities". The regulations were published as Part IV of the May 26, 1988 Federal Register (pgs. 19160-19211).

- (1.) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b.) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes on commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements or receiving stolen property;
 - (c.) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d.) Have not, within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2.) Where the primary principal is unable to certify any of the statements in this certification, such principal shall attach an explanation to this certification.

TYPE NAME

CONTRACT (REGISTRATION) NUMBER

TITLE

ORGANIZATION NAME

SIGNATURE

DATE

DEBARMENT CERTIFICATION INSTRUCTIONS

1. By signing and submitting this certification, the primary principal is providing the attached certification.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation of this covered transaction. The principal shall submit an explanation of why it cannot provide the attached certification. The certification or explanation will be considered in connection with the Job Training Partnership Division (JTPD) determination whether to enter into this transaction. However, failure of the primary principal to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
3. The certification in this clause is a material representation of the fact upon which reliance was placed when the JTPD determined to enter into this transaction. If it is later determined that the primary principal knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the JTPD may terminate this transaction for cause or default.
4. The primary principal shall provide immediate written notice to the JTPD at any time the primary principal learns its certification was an erroneous when submitted, or has become erroneous by reason of changed circumstance.
5. The terms **“covered transactions”, “debarred”, “suspended”, “ineligible”, “lower-tier transaction”, “participant”, “person”, “primary-covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order #12549.** You may contact your assigned monitor for assistance in obtaining a copy of those regulations.
6. The primary principal agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible o, or voluntarily excluded from participation in this covered transaction, unless authorized by the JTPD.
7. The primary principal further agrees by submitting this certification that it will include the clause titled **“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transaction”**, provided by the JTPD without modification in all lower-tier covered transactions.

DEBARMENT CERTIFICATION INSTRUCTIONS (CONTINUED)

8. A principal in a covered transaction may rely upon a certification of a principal in lower-tier covered transactions that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A principal may decide the method and frequency by which it determined the eligibility of its principals. Each principal may, but it is not required to check the "List of Parties Excluded From Procurement or Non-Procurement Programs".
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render good faith the certification required by this clause. The knowledge and information of the principal is not required to exceed that which normally possessed by prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph # 6 of these instructions, if a principal in a covered transaction knowingly entered into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the JTPD/Department of Labor (DOL) may terminate this action for cause or for default.

NOTE: Type the name and title of the responsible individual. The signature should be the same as the agreement/subgrant (contract) signatory.

Type the agreement/subgrant registration (contract) number, the organizational name and the date signed.



2003/2004

**County Of Los Angeles
 Community and Senior Services
 TA Discretionary Grant Program**

BUDGET SUMMARY

-
1. **Contractor Name and Address:** _____ 2. Intake/Assessment/Enrollment X
 Childcare Skills Training X
 Home-Based Childcare Licensing X
 Support Services X
-
3. **Type of Agency:** () Private-for-Profit () Public (x) Private-non-Profit () Other
-
4. **Contract Period:** From: October 1, 2003 through September 30, 2004
5. () Original () Amendment No. _____ () Modification No. _____
6. **Budget Summary for Supervisorial District (circle):** I II III IV V

A. COMPONENT	B. TOTAL
1. INTAKE/ASSESSMENT/ENROLLMENT	
2. CHILDCARE SKILLS TRAINING	
3. HOME-BASED CHILDCARE LICENSING	
4. SUPPORT SERVICES	
TOTAL	

Budget Approvals:

A. **Contractor** _____ **Date** _____

B. **CSS Program Rep.** _____ **Date** _____

C. **CSS Supervisor** _____ **Date** _____



ATTACHMENT C

Contract # _____
Amendment # _____

COUNTY OF LOS ANGELES REFUGEE EMPLOYMENT PROGRAM TARGETED ASSISTANCE DISCRETIONARY CONTRACT AMENDMENT

THIS AMENDMENT is made and entered into this ____ day of _____, 2003, by and between the **COUNTY OF LOS ANGELES**, hereinafter referred to as the "**COUNTY**" and _____, hereinafter referred to as the "**CONTRACTOR**".

WHEREAS, the parties hereto have previously entered into a Contract on _____ as part of the Refugee Targeted Assistance and Refugee Employment Social Services Programs, pursuant to the provisions of Assembly Bill 2635, Chapter 1192, Statutes 1987, Section 13280 of the Immigration and Nationality Act as amended by the Refugee Act of 1980, (Public Law 98-212) 8 USC 1522 (c), hereinafter referred to as the "Act", the Refugee Assistance amendments of 1982 and 1986, and Federal Action Transmittals SSA-AT-79-33 (August 24, 1979 and ORR-AT-80-1 (March 1980) and ORR-AT-82-3 (October 25, 1982) and all applicable California State Budget Control Language.

WHEREAS, the County Board of Supervisors approved an allocation of FY 2003/2004 ORR Targeted Assistance Discretionary Program monies to the currently funded agencies; and

WHEREAS, the parties desire to amend said Contract in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the parties agree to amend the contract as follows:

CONTRACT FUNDING, is amended as follows:

1. **COUNTY** shall reimburse **CONTRACTOR** an additional amount not to exceed \$ _____ in ORR TA Discretionary Program Grant funds, as specified in the Budget Summary, Exhibit E such that the total amount of the contract as amended shall not exceed \$ _____ beginning _____ through _____ for services provided through ORR TA Discretionary Program Grant funds.
2. **COUNTY** shall deduct from **CONTRACTOR** an amount not to exceed \$ N/A in ORR TA Discretionary Program Grant funds, as specified in the Budget Summary, Exhibit E such that the total amount of the contract as amended shall not exceed \$ N/A beginning N/A through N/A for services provided through ORR TA Discretionary Program Grant funds.

Except where modified by this Amendment, the terms and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the **COUNTY OF LOS ANGELES** has caused this Amendment to be subscribed on its behalf by the Director of Community and Senior Services, or his designee, and the **CONTRACTOR** has subscribed the same through its authorized officer, the day, month and year first above written. The person signing on behalf of the **CONTRACTOR** warrants that he or she is authorized to bind the **CONTRACTOR**, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

COUNTY OF LOS ANGELES
Community and Senior Services

By _____
ROBERT RYANS, Director Date

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By _____
Deputy County Counsel

CONTRACTOR

Contractor's Name (print)

By _____
Authorized Signature Date

(Print or Type Name)

Title (Print or Type)

Executed at: _____
(City)

ATTACHMENT D

MINORITY/WOMEN PARTICIPATION VENDOR SURVEY

TARGETED ASSISTANCE PROGRAM SERVICE PROVIDER

Agency Name	Board Members % Minority/% Women	Staff % Minority/% Women
International Institute of Los Angeles	90%/100%	80%/30%